

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware
corporation; and VERA BRADLEY DESIGNS,
INC. an Indiana corporation,

Plaintiffs,

v.

WEI “TONY” JIANG, an individual;
DAIXIUZHEN DIAUXUZHEN, an individual;
DAI XIUZHEN CO.,” an unknown entity; ZHU
YOUNG CHENG a/k/a “ZHU
YONGCHENG,” an individual; “ZHU
YOUNGCHENG CO.,” an unknown entity;
ZHENYAO YANG, an individual;
“ZHENYAO YANG CO.,” an unknown entity;
YOKO NAKAMURA, an individual; JUN
FAN, an individual; AKIRA NAKAMURA, an
individual; LILI NELSON, an individual;
WENJUN SONG, an individual; WENJUAN
LIU, an individual; and JOHN DOES 1–10,

Defendants.

No. 2:18-cv-00356

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF

I. INTRODUCTION

1. Since opening its virtual doors on the World Wide Web in July 1995, Amazon.com, Inc. (“Amazon”) has become one of the most trusted consumer brands in the world. Each day, millions of consumers use Amazon’s website to purchase a wide range of products across dozens of product categories from Amazon and third-party sellers. The

1 Amazon brand allows customers to shop online with confidence from Amazon's numerous
2 websites around the world. As described in more detail below, in order to protect consumers
3 and preserve the integrity of the Amazon marketplace, Amazon has robust policies and highly-
4 developed fraud detection systems to prevent any third-party seller from selling counterfeit
5 products on the Amazon website. When Amazon discovers that a third-party seller is violating
6 Amazon's anti-counterfeiting policies, it takes immediate action to remove the seller from the
7 website and, in appropriate cases, to permanently enjoin the seller from future sales through
8 court orders. Based on Defendants' repeated and persistent violations of law, this is one such
9 case.

10 2. Defendants operated a number of seller accounts on Amazon's online
11 marketplace through which they unlawfully advertised and sold products bearing counterfeit
12 trademarks and that infringed the copyrighted designs of Vera Bradley Designs, Inc. ("Vera
13 Bradley"), which designs, manufactures, sells and distributes distinctive and world-famous
14 bags, luggage, and accessories. As a result of their illegal actions, Defendants willfully
15 deceived Amazon and its customers, infringed and misused Vera Bradley's intellectual
16 property, harmed the integrity of Amazon's marketplace, tarnished Amazon's and Vera
17 Bradley's brands, and damaged Amazon's and Vera Bradley's customers. Amazon and Vera
18 Bradley have filed this lawsuit to prevent further and continued harm to their customers and
19 themselves.

20 3. Defendants' illegal actions as described below breached numerous provisions of
21 Amazon's Business Solutions Agreement ("BSA"), which entitles Amazon to injunctive relief
22 to stop Defendants from infringing and misusing Vera Bradley's intellectual property and to
23 prevent them from selling products through Amazon. Defendants' actions also infringed Vera
24 Bradley's trademarks and copyrights, entitling Vera Bradley to recover its actual and statutory
25 damages, the disgorgement of Defendants' profits, and its attorneys' fees and costs. Further,
26 Defendants' actions constitute unfair competition under the Lanham Act, 15 U.S.C. § 1125, for
27 which Amazon and Vera Bradley seek various forms of damages and equitable relief.

II. PARTIES

1 4. Amazon is a Delaware corporation with its principal place of business in Seattle,
2 Washington. Through its subsidiaries, Amazon owns and operates the Amazon.com website
3 and equivalent international websites. Amazon has more than 250 million active customers.

4 5. Vera Bradley is an Indiana corporation with its principal place of business in
5 Roanoke, Indiana. Vera Bradley is a global leader in innovative designs for bags, luggage, and
6 accessories. Vera Bradley also holds a number of duly registered trademarks, service marks,
7 and copyrights that it has developed and marketed in the United States.

8 6. On information and belief, Defendant Wei “Tony” Jiang, d/b/a “Tony Springs,”
9 is either an individual who resides in Texas or is an “a/k/a” or alter ego for one or more of the
10 other Defendants identified in this Complaint. On further information and belief, Jiang
11 personally participated in and/or had the right and ability to supervise, direct, and control the
12 wrongful conduct alleged in this Complaint. On further information and belief, Jiang
13 conspired, operated in concert with, and took affirmative acts with and on behalf of the other
14 Defendants to engage in the wrongful conduct identified in this Complaint, and derived a direct
15 financial benefit as a result of that wrongful conduct.

16 7. On information and belief, Defendant Daixiuzhen Diaxuzhen is either an
17 individual who resides in Texas or is an “a/k/a” or alter ego for one or more of the other
18 Defendants identified in this Complaint. On further information and belief, Diaxuzhen
19 personally participated in and/or had the right and ability to supervise, direct, and control the
20 wrongful conduct alleged in this Complaint. On further information and belief, Diaxuzhen
21 conspired, operated in concert with, and took affirmative acts with and on behalf of the other
22 Defendants to engage in the wrongful conduct identified in this Complaint, and derived a direct
23 financial benefit as a result of that wrongful conduct.

24 8. On information and belief, Defendant Dai Xiuzhen Co. (“DXC”) is an entity of
25 unknown type and classification, or is an “a/k/a” or alter ego for one or more of the other
26 Defendants identified in this Complaint. On further information and belief, DXC personally
27

1 participated in and/or had the right and ability to supervise, direct, and control the wrongful
2 conduct alleged in this Complaint. On further information and belief, DXC conspired, operated
3 in concert with, and took affirmative acts with and on behalf of the other Defendants to engage
4 in the wrongful conduct identified in this Complaint, and derived a direct financial benefit as a
5 result of that wrongful conduct.

6 9. On information and belief, Defendant Zhu Young Cheng a/k/a “Zhu
7 Yongcheng” is either an individual who resides in Texas or is an “a/k/a” or alter ego for one or
8 more of the other Defendants identified in this Complaint. On further information and belief,
9 Cheng personally participated in and/or had the right and ability to supervise, direct, and
10 control the wrongful conduct alleged in this Complaint. On further information and belief,
11 Cheng conspired, operated in concert with, and took affirmative acts with and on behalf of the
12 other Defendants to engage in the wrongful conduct identified in this Complaint, and derived a
13 direct financial benefit as a result of that wrongful conduct.

14 10. On information and belief, Defendant Zhu Youngcheng Co. (“ZYC”) is an
15 entity of unknown type and classification, or is an “a/k/a” or alter ego for one or more of the
16 other Defendants identified in this Complaint. On further information and belief, ZYC
17 personally participated in and/or had the right and ability to supervise, direct, and control the
18 wrongful conduct alleged in this Complaint. On further information and belief, ZYC
19 conspired, operated in concert with, and took affirmative acts with and on behalf of the other
20 Defendants to engage in the wrongful conduct identified in this Complaint, and derived a direct
21 financial benefit as a result of that wrongful conduct.

22 11. On information and belief, Defendant Zhenyao Yang, d/b/a “Kitakuni,” d/b/a
23 “WatsonRoyal,” is either an individual who resides in Texas or is an “a/k/a” or alter ego for one
24 or more of the other Defendants identified in this Complaint. On further information and
25 belief, Yang personally participated in and/or had the right and ability to supervise, direct, and
26 control the wrongful conduct alleged in this Complaint. On further information and belief,
27 Yang conspired, operated in concert with, and took affirmative acts with and on behalf of the

1 other Defendants to engage in the wrongful conduct identified in this Complaint, and derived a
2 direct financial benefit as a result of that wrongful conduct.

3 12. On information and belief, Defendant Zhenyao Yang Co. (“ZYY”) is an entity
4 of unknown type and classification, or is an “a/k/a” or alter ego for one or more of the other
5 Defendants identified in this Complaint. On further information and belief, ZYY personally
6 participated in and/or had the right and ability to supervise, direct, and control the wrongful
7 conduct alleged in this Complaint. On further information and belief, ZYY conspired, operated
8 in concert with, and took affirmative acts with and on behalf of the other Defendants to engage
9 in the wrongful conduct identified in this Complaint, and derived a direct financial benefit as a
10 result of that wrongful conduct.

11 13. On information and belief, Defendant Yoko Nakamura, d/b/a “Kitakuni,” d/b/a
12 “Shostavisky,” d/b/a “WatsonRoyal,” is either an individual who resides in Texas or is an
13 “a/k/a” or alter ego for one or more of the other Defendants identified in this Complaint. On
14 further information and belief, Yoko Nakamura personally participated in and/or had the right
15 and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint. On
16 further information and belief, Yoko Nakamura conspired, operated in concert with, and took
17 affirmative acts with and on behalf of the other Defendants to engage in the wrongful conduct
18 identified in this Complaint, and derived a direct financial benefit as a result of that wrongful
19 conduct.

20 14. On information and belief, Defendant Jun Fan is either an individual who
21 resides in Texas or is an “a/k/a” or alter ego for one or more of the other Defendants identified
22 in this Complaint. On further information and belief, Fan personally participated in and/or had
23 the right and ability to supervise, direct, and control the wrongful conduct alleged in this
24 Complaint. On further information and belief, Fan conspired, operated in concert with, and
25 took affirmative acts with and on behalf of the other Defendants to engage in the wrongful
26 conduct identified in this Complaint, and derived a direct financial benefit as a result of that
27 wrongful conduct.

1 15. On information and belief, Defendant Akira Nakamura, d/b/a “Lincolnshire
2 Posy,” d/b/a “WatsonRoyal,” d/b/a “Shostavisky,” is either an individual who resides in Texas
3 or is an “a/k/a” or alter ego for one or more of the other Defendants identified in this
4 Complaint. On further information and belief, Akira Nakamura personally participated in
5 and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in
6 this Complaint. On further information and belief, Akira Nakamura conspired, operated in
7 concert with, and took affirmative acts with and on behalf of the other Defendants to engage in
8 the wrongful conduct identified in this Complaint, and derived a direct financial benefit as a
9 result of that wrongful conduct.

10 16. On information and belief, Defendant Lili Nelson, d/b/a “Lincolnshire Posy,” is
11 either an individual who resides in Texas or is an “a/k/a” or alter ego for one or more of the
12 other Defendants identified in this Complaint. On further information and belief, Nelson
13 personally participated in and/or had the right and ability to supervise, direct, and control the
14 wrongful conduct alleged in this Complaint. On further information and belief, Nelson
15 conspired, operated in concert with, and took affirmative acts with and on behalf of the other
16 Defendants to engage in the wrongful conduct identified in this Complaint, and derived a direct
17 financial benefit as a result of that wrongful conduct.

18 17. On information and belief, Defendant Wenjun Song, d/b/a “Lincolnshire Posy,”
19 is either an individual who resides in Texas or is an “a/k/a” or alter ego for one or more of the
20 other Defendants identified in this Complaint. On further information and belief, Song
21 personally participated in and/or had the right and ability to supervise, direct, and control the
22 wrongful conduct alleged in this Complaint. On further information and belief, Song
23 conspired, operated in concert with, and took affirmative acts with and on behalf of the other
24 Defendants to engage in the wrongful conduct identified in this Complaint, and derived a direct
25 financial benefit as a result of that wrongful conduct.

26 18. On information and belief, Defendant Wenjuan Liu, d/b/a “Shostavisky,” is
27 either an individual who resides in Texas or is an “a/k/a” or alter ego for one or more of the

1 other Defendants identified in this Complaint. On further information and belief, Liu
 2 personally participated in and/or had the right and ability to supervise, direct, and control the
 3 wrongful conduct alleged in this Complaint. On further information and belief, Liu conspired,
 4 operated in concert with, and took affirmative acts with and on behalf of the other Defendants
 5 to engage in the wrongful conduct identified in this Complaint, and derived a direct financial
 6 benefit as a result of that wrongful conduct.

7 19. On information and belief, Defendants John Does 1–10 (the “Doe Defendants”)
 8 are individuals and entities working in active concert to knowingly and willfully manufacture,
 9 import, distribute, offer for sale, and sell counterfeit Vera Bradley products.

10 **III. JURISDICTION AND VENUE**

11 20. The Court has subject matter jurisdiction over Vera Bradley’s claims for
 12 trademark infringement (15 U.S.C. § 1114), copyright infringement (17 U.S.C. § 501), and
 13 unfair competition (15 U.S.C. § 1125(a)) pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331
 14 and 1338(a). The Court has subject matter jurisdiction over Amazon’s breach of contract claim
 15 and Plaintiffs’ civil conspiracy claim pursuant to 28 U.S.C. § 1332 and § 1367.

16 21. The Court has personal jurisdiction over all Defendants because they transacted
 17 business and committed tortious acts within and directed to the State of Washington, and
 18 Amazon’s and Vera Bradley’s claims arise from those activities. Defendants reached out to do
 19 business with Washington residents by operating commercial, interactive internet storefronts
 20 through which Washington residents could purchase products bearing counterfeit versions of
 21 Vera Bradley’s trademarks and which otherwise infringed Vera Bradley’s copyrights and other
 22 intellectual property. Defendants targeted sales to Washington residents by operating these
 23 internet storefronts that (i) offer shipping to the United States, including Washington; and (ii)
 24 on information and belief, sold counterfeit products to residents of Washington. Each of the
 25 Defendants is committing tortious acts in Washington and has wrongfully caused Amazon and
 26 Vera Bradley substantial injury in Washington.

27 22. Further, Defendants entered into the Business Solutions Agreement (“BSA”)

1 with Amazon for their seller accounts stipulating that the “Governing Court” for claims to
 2 enjoin infringement of intellectual property is state or federal court in King County,
 3 Washington.

4 23. Venue is proper in this Court pursuant to 28 U.S.C. 1391(b) because a
 5 substantial part of the events giving rise to the claims occurred in the Western District of
 6 Washington, and the BSA explicitly rests venue in this District.

7 24. Pursuant to Local Civil Rule 3(d), intra-district assignment to the Seattle
 8 Division is proper because the claims arose in this Division, where (a) Amazon resides, (b) the
 9 injuries giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

10 IV. FACTS

11 A. Amazon’s Significant Efforts to Prevent the Sale of Counterfeit Goods

12 25. Since opening its virtual doors on the World Wide Web in July 1995,
 13 Amazon.com has become one of the most trusted consumer brands in the world. Each day,
 14 millions of consumers use Amazon’s website to purchase a wide range of products across
 15 dozens of product categories from Amazon and third-party sellers. The Amazon brand allows
 16 customers to shop online with confidence from Amazon’s numerous websites around the
 17 world.

18 26. Amazon depends on its reputation as an online marketplace where customers
 19 can conveniently select from a wide array of legitimate goods and services at competitive
 20 prices. Amazon’s customers trust that when they make a purchase through Amazon’s
 21 website—either directly from Amazon or from one of its millions of third-party sellers—they
 22 will receive authentic products made by the true manufacturer of those products.

23 27. A small number of bad actors seek to abuse that trust by creating Amazon Seller
 24 Accounts and using Amazon’s marketplace to market, sell, and distribute counterfeit goods.
 25 These sellers misuse and infringe the trademarks and other intellectual property of the actual
 26 manufacturer or rights owner of those goods to deceive consumers and Amazon. When
 27 customers purchase counterfeit goods, it undermines the trust that customers, sellers, and

1 manufacturers place in Amazon, thereby tarnishing Amazon's brand and causing irreparable
2 reputational harm.

3 28. Amazon prohibits the sale of inauthentic and fraudulent products and is
4 constantly innovating on behalf of its customers and working with brands, manufacturers,
5 rights owners, and others to improve the ways it detects and prevents counterfeit products from
6 reaching its marketplace. Amazon employs dedicated teams of software engineers, research
7 scientists, program managers, and investigators to operate and continually refine its anti-
8 counterfeiting program. Among other things, when sellers register to sell products through
9 Amazon's Marketplace, Amazon's automated systems scan information about the sellers for
10 indicia that the sellers might be bad actors, and Amazon blocks those sellers during registration
11 before they can offer any products for sale.

12 29. Amazon's systems automatically and continuously scan thousands of variables
13 related to sellers, products, and offers to detect activity that indicates products offered by a
14 seller might be counterfeit. Amazon uses innovative machine learning to improve its
15 automated systems in order to anticipate and outwit bad actors. Numerous Amazon
16 investigators around the world respond quickly to review any listing identified as a potential
17 counterfeit product. These investigators also review notices of claimed infringement from
18 rights owners, who are most familiar with their products. When Amazon determines a product
19 offered for sale is a counterfeit, it removes the product immediately. Amazon regularly
20 suspends or blocks sellers suspected of engaging in illegal behavior or infringing others'
21 intellectual property rights.

22 30. Amazon works closely with brands and rights owners to strengthen protections
23 for their brands on Amazon.com. Amazon continues to invest in improvements to its online
24 infringement form with the goal of reducing invalid complaints by providing a self-guided,
25 educational, and streamlined reporting experience for rights owners. In 2017, Amazon
26 launched the new Amazon Brand Registry that helps owners of intellectual property ("IP")
27 protect their registered trademarks on Amazon. The Amazon Brand Registry provides access

1 to tools including proprietary text and image search, predictive automation based on reports of
 2 suspected IP rights violations, and increased authority over product listings. In addition,
 3 Amazon partners with rights owners and law enforcement to identify and prosecute sellers
 4 suspected of engaging in illegal activity. Lawsuits like this one, targeted directly at identified
 5 bad actors, further complement Amazon's efforts to prevent the sale and distribution of
 6 counterfeit goods.

7 **B. Vera Bradley and Its Anti-Counterfeiting Efforts**

8 31. Vera Bradley was founded in 1982 by neighbors-turned-friends Barbara Bradley
 9 Baekgaard and Patricia Miller. Over the last 35 years, Vera Bradley has continued to grow and
 10 expand, and now offers distinctive and world-famous bags, luggage, and accessories. Vera
 11 Bradley employs over 2,600 people, with nearly \$500 million in annual net revenue.

12 32. Vera Bradley sells its products to customers in a variety of ways, including
 13 through more than 160 branded retail stores, approximately 2,400 specialty gift retailers,
 14 approximately 700 department stores, certain key accounts, and its website,
 15 www.verabradley.com.

16 33. Several things distinguish Vera Bradley products from the competition. Vera
 17 Bradley's unique, eye-catching designs are world-famous and instantly recognizable. Vera
 18 Bradley products are of the highest quality, which is something its customers expect and
 19 demand. Additionally, Vera Bradley founded and supports the Vera Bradley Foundation for
 20 Breast Cancer, which has raised more than \$30 million for breast cancer research.

21 34. Vera Bradley products are readily identifiable to consumers around the world
 22 because of the company's brand, which has been carefully built over many years using Vera
 23 Bradley's duly and properly registered trademarks, service marks, and copyrights. This
 24 intellectual property is a core component of Vera Bradley brand.

25 35. Vera Bradley currently holds trademark and service mark registrations for its
 26 many different trademarks and service marks. Each of these marks has been duly and properly
 27 registered with the United States Patent and Trademark Office. Relevant to this Complaint,

these marks include without limitation:

- a) “VERA BRADLEY,” Trademark Reg. No. 1745799, for luggage made from textiles and women’s clothing;
- b) “VERA BRADLEY,” Service Mark Reg. No. 5009352, for retail stores and on-line retail store services featuring a wide variety of consumer goods; and
- c) “VERA BRADLEY,” Trademark Reg. No. 5136200, for luggage, non-metal fabric hanging organizers, and more.

True and correct copies of the registration certificates for these trademarks and service marks (the “Vera Trademarks”) are attached hereto as **Exhibits A - C**, respectively.

36. Vera Bradley currently holds over 900 copyright registrations for its patterns and other artistic creations. Each of those copyrights has been duly and properly registered with the United States Copyright Office. Relevant to this Complaint, these copyrights include without limitation:

- a) “Lilac Tapestry,” Copyright Reg. No. VAu 1-233-908;
- b) “Lilac Ikat,” Copyright Reg. No. VAu 1-233-910;
- c) “Blue Bandana Allover,” Copyright Reg. No. VAu 1-201-211;
- d) “Blue Bandana Backing,” Copyright Reg. No. VAu 1-201-214;
- e) “Blue Bandana Wide Trim,” Copyright Reg. No. VAu 1-201-216;
- f) “Blue Bandana Medium Trim,” Copyright Reg. No. VAu 1-201-306;
- g) “Blue Bandana Narrow Trim,” Copyright Reg. No. VAu 1-201-217;
- h) “Midnight Paisley Allover,” Copyright Reg. No. VAu 1-180-131;
- i) “Midnight Paisley Wide Trim,” Copyright Reg. No. VAu 1-180-130;
- j) “Midnight Paisley Narrow Trim,” Copyright Reg. No. VAu 1-180-133;
- k) “Pink Elephants Allover #6409Z,” Copyright Reg. No. VAu 712-488;
- l) “Pink Elephants Backing #6410Z,” Copyright Reg. No. VAu 712-489;
- m) “Pink Elephants Wide Trim #612Z,” Copyright Reg. No. VAu 716-557;
- n) “Provencal Allover,” Copyright Reg. No. VAu 1-094-090;

- o) “Provençal Backing,” Copyright Reg. No. VAu 1-094-088;
- p) “Provençal Wide Trim,” Copyright Reg. No. VAu 1-094-086;
- q) “Provençal Medium Trim,” Copyright Reg. No. VAu 1-094-073;
- r) “Provençal Narrow Trim,” Copyright Reg. No. VAu 1-094-075;
- s) “Cuban Tiles G03,” Copyright Reg. No. VAu 1-250-557;
- t) “Baroque Allover,” Copyright Reg. No. VAu 1-028-411;
- u) “Baroque Backing,” Copyright Reg. No. VAu 1-028-948;
- v) “Baroque Wide Trim,” Copyright Reg. No. VAu 1-028-770; and
- w) “Baroque Narrow Trim,” Copyright Red. No. VAu 1-028-653.

True and correct copies of the copyright registration certificates for these copyrights (the “Vera Copyrights”) are attached hereto as **Exhibits D - Z**, respectively.

37. Vera Bradley goes to great lengths to protect consumers from counterfeits of its products, and is committed to leading efforts to combat the presence of counterfeit products in the marketplace. One way Vera Bradley achieves this is by working cooperatively with retailers and other entities around the world to combat the sale of counterfeits. Partnering with Amazon in their shared goal to eradicate counterfeiting is a critical part of Vera Bradley’s strategy.

C. Defendants Created Amazon Seller Accounts and Agreed Not to Sell Counterfeit Goods

38. Defendants established and operated various Amazon seller accounts through which they sought to advertise, market, sell, and distribute counterfeit Vera Bradley products:

- a) One seller account, “Tony Springs,” belongs to and is held in the name of Defendant Jiang. The “Tony Springs” seller account is linked to a bank account held in the name of Jiang. The “Tony Springs” seller account is also linked to three credit cards in Jiang’s name.
- b) Another seller account, “Lincolnshire Posy,” belongs to and is held in the name of Defendants Akira Nakamura, Nelson, and Song. The “Lincolnshire Posy”

1 seller account is linked to a bank account held in the name of Song. The “Lincolnshire
2 Posy” seller account is also linked to five credit cards in Akira Nakamura, Nelson, and
3 Song’s names.

4 c) Another seller account, “Kitakuni,” belongs to and is held in the name of
5 Defendants Yoko Nakamura and Yang. The “Kitakuni” seller account is linked to a
6 bank account held in the name of Yang. The “Kitakuni” seller account is also linked to
7 five credit cards in Yoko Nakamura’s name.

8 d) Another seller account, “Shostavisky,” belongs to and is held in the
9 name of Defendants Yoko Nakamura and Liu. Emails from the “Shostavisky” seller
10 account were also sent in the name of Defendant Akira Nakamura. The “Shostavisky”
11 seller account is linked to a bank account held in the name of Liu. The “Shostavisky”
12 seller account is also linked to two credit cards, one each in Yoko Nakamura and Liu’s
13 names.

14 e) Another seller account, “WatsonRoyal,” belongs to and is held in the
15 name of Defendants Yang, Yoko Nakamura, and Akira Nakamura. The “WatsonRoyal”
16 seller account is linked to a bank account held in the name of Yang. The
17 “WatsonRoyal” seller account is also linked to four credit cards: two in Yang’s name,
18 and one each in Yoko Nakamura and Akira Nakamura’s names.

19 39. To become a third-party seller on Amazon’s website, sellers must agree to the
20 BSA, which governs the applicant’s access to and use of Amazon’s services and sets forth
21 Amazon’s rules and restrictions for selling through the website. By entering into the BSA,
22 each seller represents and warrants that it “will comply with all applicable laws in [the]
23 performance of [its] obligations and exercise of [its] rights” under the BSA.

24 40. The BSA incorporates (and sellers therefore agree to be bound by) Amazon’s
25 Anti-Counterfeiting Policy, which explicitly prohibits the sale of counterfeit goods on the
26 Amazon marketplace:
27

Customers trust that they can always buy with confidence on Amazon.com. Products offered for sale on Amazon.com must be authentic. **The sale of counterfeit products, including any products that have been illegally replicated, reproduced, or manufactured, is strictly prohibited.**

(emphasis added).

41. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to preventing the sale and distribution of counterfeit goods in the Amazon marketplace, and the consequences Amazon imposes when it becomes aware of counterfeiting:

We take product authenticity very seriously. It is each seller's responsibility to source and sell only authentic products. If you sell counterfeit goods, we may immediately suspend or terminate your selling privileges and destroy inventory in our fulfillment centers without reimbursement. In addition, if we determine that a Seller Account has been used to engage in fraud or other illegal activity, remittances and payments may be withheld or forfeited. The sale of counterfeit goods can also lead to legal action by rights holders and civil and criminal penalties.

We are constantly innovating on behalf of our customers and working with manufacturers, content owners, vendors, and sellers to improve the ways we detect and prevent counterfeit products from reaching our marketplace. We work hard on this issue every day because we know that our customers trust that they are buying authentic products when they shop on Amazon.com. This is why we stand behind the products sold on our site with our A-to-z Guarantee. We also encourage anyone who has a product authenticity concern to notify us, and we will investigate it thoroughly and take any appropriate actions.

42. By virtue of becoming a third-party seller on Amazon's website, and establishing seller accounts, Defendants explicitly agreed to, and are bound by, the BSA (among other agreements). Defendants, therefore, agreed not to advertise, market, sell or distribute counterfeit products.

D. Defendants' Sale of Counterfeit Vera Bradley Products

43. Defendants advertised, marketed, sold, and distributed counterfeit products that Defendants claimed were genuine Vera Bradley products. This conduct violated the BSA. Vera Bradley has not licensed or authorized Defendants to manufacture, import, or sell products bearing the Vera Bradley brand, or to use or exploit the intellectual property rights of Vera Bradley in manufacturing, marketing, selling, or distributing products bearing the Vera

Bradley brand.

**1. CPB Notice and Test Purchases for the Cook Road Address
(Defendants Jiang and Cheng)**

44. On or about February 21, 2017, Vera Bradley received a notice (No. 2017-5309-100381-01) from United States Customs and Border Protection (“CBP”) that the agency had seized an imported shipment at its port of entry in Houston, Texas on February 2, 2017. The shipment contained nearly 200 travel bags bearing counterfeit Vera Bradley trademarks. The shipment originated from China, with a Houston, Texas destination address (the “Cook Road Address”). Defendant Cheng was listed as the importer. The assessed owner for property-tax purposes of the Cook Road Address is Defendant Jiang.

45. On or around March 14, 2017, Vera Bradley conducted a test purchase from Defendant Jiang’s “Tony Springs” seller account for what Defendants advertised was one “Vera Bradley Women’s Zip ID Case, Lilac Tapestry.” The return address of the shipment matched the Cook Road Address. Defendants used Vera Bradley’s brand to advertise the product, and the actual product bore Vera Bradley’s trademarks and other indications of Vera Bradley’s brand. Vera Bradley reviewed the product Defendants shipped and determined that the product sold by Defendants was counterfeit.

46. On or around September 18, 2017, Vera Bradley conducted a test purchase from Defendant Jiang’s “Tony Springs” seller account for what Defendants advertised was one “Vera Bradley Hipster, Cuban Tiles.” The return address of the shipment matched the Cook Road Address. Defendants used Vera Bradley’s brand to advertise the product, and the actual product bore Vera Bradley’s trademarks and other indications of Vera Bradley’s brand. Vera Bradley reviewed the product Defendants shipped and determined that the product sold by Defendants was counterfeit.

47. On or about September 26, 2017, Amazon arranged to conduct a test purchase from Defendant Jiang’s “Tony Springs” seller account for the following products, as advertised by Defendants: (1) two of “Vera Bradley On a Roll Case (Blue Bandana),” (2) two of “Vera

Bradley Zip ID Card Case (Midnight Paisley),” and (3) two of “Vera Bradley Lunch Bunch in Baroque.” The return address of the shipment matched the Cook Road Address. Defendants used Vera Bradley’s brand to advertise the products, and the actual products bore Vera Bradley’s trademarks and other indications of Vera Bradley’s brand. Vera Bradley reviewed the products Defendants shipped and determined that the products sold by Defendants were counterfeit.

48. On or about October 2, 2017, Amazon arranged to conduct a test purchase from Defendant Jiang’s “Tony Springs” seller account for the following products, as advertised by Defendants: (1) a “Women’s Zip ID Case, Signature Cotton, Blue Bandana by Vera Bradley,” and (2) a “Vera Bradley Campus Backpack Pink Elephants by Vera Bradley.” The return address of the shipment matched the Cook Road Address. Defendants used Vera Bradley’s brand to advertise the products, and the actual products bore Vera Bradley’s trademarks and other indications of Vera Bradley’s brand. Vera Bradley reviewed the products Defendants shipped and determined that the products sold by Defendants were counterfeit.

2. CPB Notices and Test Purchases for the 11822 Wortham Address (Defendants Yoko Nakamura, Yang, Diaxuzhen, DXC, Akira Nakamura, Nelson, and Song)

49. In early 2015, Vera Bradley received two notices (Nos. 2015-4601-100707-01 and 2015-4601-101059-01) from CBP that the agency had seized imported shipments at their port of entry in Newark, New Jersey between December 16, 2014, and February 4, 2015. The shipments contained 40 duffels, 1,509 lanyards, 442 coin purses, and 63 bags, all bearing counterfeit Vera Bradley trademarks. The shipments originated from China, with a Houston, Texas destination address (the “11822 Wortham Address”). Defendant Yoko Nakamura was listed as the importer. The assessed owner for property-tax purposes of the 11822 Wortham Address was Defendant Yoko Nakamura.

50. On or about November 7, 2016, Vera Bradley received another notice (No. 2016-5309-100356-01) from CBP that the agency had seized an imported shipment at its port of entry in Houston, Texas on September 12, 2016. The shipment contained 50 purses, 100

1 makeup bags, and 15 lunch bags, all bearing counterfeit Vera Bradley trademarks. The
 2 shipment originated from Beijing, China, with the 11822 Wortham Address listed as the
 3 destination address. Defendant Yang was listed as the importer.

4 51. On or about February 24, 2017, Vera Bradley received another three notices
 5 (Nos. 2017-5309-100384-01a, 2017-5309-100384-01b, and 2017-5309-100379-01) from CBP
 6 that the agency had seized imported shipments at their port of entry in Houston, Texas on
 7 February 2, 2017. The shipments contained a total of 118 bags, 200 lanyards, and 149 travel
 8 bags, all bearing counterfeit Vera Bradley trademarks. The shipments originated from Hong
 9 Kong and Beijing, China, with the 11822 Wortham Address listed as the destination address.
 10 Defendants Diaxuzhen and DXC were listed as the importers.

11 52. On or around October 28, 2015, Vera Bradley conducted a test purchase from
 12 Defendants Akira Nakamura, Nelson, and Song's "Lincolnshire Posy" seller account for what
 13 Defendants advertised was one "Vera Bradley Lanyard Provencal." The return address of the
 14 shipment matched the 11822 Wortham Address. Defendants used Vera Bradley's brand to
 15 advertise the product, and the actual product bore Vera Bradley's trademarks and other
 16 indications of Vera Bradley's brand.

17 53. On or around October 17, 2016, Vera Bradley conducted a test purchase from
 18 Defendants Yoko Nakamura and Yang's "Kitakuni" seller account for what Defendants
 19 advertised as a "Vera Bradley Lanyard, Lilac Tapestry." The return address of the shipment
 20 matched the 11822 Wortham Address. Defendants used Vera Bradley's brand to advertise the
 21 product, and the actual product bore Vera Bradley's trademarks and other indications of Vera
 22 Bradley's brand. Vera Bradley reviewed the product Defendants shipped and determined that
 23 the product sold by Defendants was counterfeit.

24 **3. CPB Notices for and Seller Accounts Linked to the Leaf Oak Drive**
 25 **Address (Defendants Cheng, Fan, Akira Nakamura, Nelson, Song,**
 26 **Yoko Nakamura, and Liu)**

27 54. On or about February 15, 2017, Vera Bradley received two notices (Nos. 2017-
 5309-100372-01 and 2017-5309-100378-01) from CBP that the agency had seized imported

1 shipments at their port of entry in Houston, Texas between February 1-2, 2017. The shipments
 2 contained 198 travel cases and 150 purses bearing counterfeit Vera Bradley trademarks. The
 3 shipments originated from Beijing, China, with a Houston, Texas destination address (the “Leaf
 4 Oak Drive Address”). Defendant Cheng was listed as the importer. The assessed owner for
 5 property-tax purposes of the Leaf Oak Drive Address was Defendant Fan.

6 55. On or about March 2, 2017, Vera Bradley received another notice (No. 2017-
 7 4772-000753-01) from CBP that the agency had seized an imported shipment at its port of
 8 entry at John F. Kennedy Airport in New York on February 2, 2017. The shipment contained
 9 111 handbags bearing counterfeit Vera Bradley trademarks. The shipment originated from
 10 China, with the Leaf Oak Drive Address listed as the destination address. Defendant Cheng
 11 was listed as the importer.

12 56. Defendants Akira Nakamura, Nelson, and Song’s “Lincolnshire Posy” seller
 13 account was linked to a credit card, in Defendant Akira Nakamura’s name, with a credit card
 14 address that matches the Leaf Oak Drive Address.

15 57. Defendants Yoko Nakamura, Akira Nakamura, and Liu’s “Shostavisky” seller
 16 account was linked to a credit card in Defendant Liu’s name, with a credit card address that
 17 matches the Leaf Oak Drive Address. The “Shostavisky” seller account was blocked by
 18 Amazon in September 2017 due to intellectual property infringement complaints.

19 **4. CPB Notices for and Seller Accounts Linked to the 11826 Wortham**
 20 **Address (Defendants Yang, ZYY, Yoko Nakamura, ZYC, and Akira**
 21 **Nakamura)**

22 58. On or around November 23, 2016, Vera Bradley received a notice (No. 2017-
 23 5309-100010-01) from CBP that the agency had seized an imported shipment at its port of
 24 entry in Houston, Texas on October 13, 2016. The shipment contained a total of 70 purses and
 25 20 coin purses, all bearing counterfeit Vera Bradley trademarks. The shipment originated from
 26 Hong Kong, China, with a Houston, Texas destination address (the “11826 Wortham
 27 Address”). Defendant ZYY was listed as the importer. The assessed owner for property-tax
 purposes of the 11826 Wortham Address was Defendant Yoko Nakamura.

59. On or around January 5, 2017, Vera Bradley received a notice (No. 2017-5309-100099-01) from CBP that the agency had seized an imported shipment at its port of entry in Houston, Texas on December 23, 2016. The shipment contained a total of 68 bags, all bearing counterfeit Vera Bradley trademarks. The shipment originated from Hong Kong, China, with the 11826 Wortham Address listed as the destination address. Defendant ZYC was listed as the importer.

60. Defendants Yang, Yoko Nakamura, and Akira Nakamura's "WatsonRoyal" seller account was linked to a credit card, in Defendant Akira Nakamura's name, with a credit card address that matches the 11826 Wortham Address.

5. CPB Notices for and Seller Accounts Linked to the Lismore Lake Address (Defendants Cheng, Yoko Nakamura, DXC, Yang, Akira Nakamura)

61. On or around February 15, 2017, Vera Bradley received a notice (No. 2017-5309-100337-01) from CBP that the agency had seized an imported shipment at its port of entry in Houston, Texas on January 31, 2017. The shipment consisted of a total of 95 large travel cases and 50 small travel cases, all bearing counterfeit Vera Bradley trademarks. The shipments originated from Beijing, China, with a Houston, Texas destination address (the "Lismore Lake Address"). Defendant Cheng was listed as the importer. The assessed owner for property-tax purposes of the Lismore Lake Address was Defendant Yoko Nakamura.

62. On or around February 24, 2017, Vera Bradley received two notices (Nos. 2017-5309-100369-01a and 2017-5309-100369-01b) from CBP that the agency had seized two imported shipments at their port of entry in Houston, Texas on February 1, 2017. The shipments consisted of a total 215 lanyards and 117 travel bags, all bearing counterfeit Vera Bradley trademarks. The shipments originated from Hong Kong, China, with the Lismore Lake Address listed as the destination address. Defendant DXC was listed as the importer.

63. Defendants Yang, Yoko Nakamura, and Akira Nakamura's "WatsonRoyal" seller account was linked to a credit card, in Defendant Yoko Nakamura's name, with a credit card address that matches the Lismore Lake Address.

E. Amazon and Vera Bradley Shut Down Defendants' Accounts

64. Despite repeated notice and counterfeit warnings from both Vera Bradley and Amazon, Defendants continued to sell counterfeit Vera Bradley products.

65. In selling counterfeit Vera Bradley products, Defendants falsely represented to Amazon and its customers that the products Defendants sold were genuine products made by Vera Bradley. Defendants also knowingly and willfully used Vera Bradley's intellectual property in connection with the advertisement, distribution, offering for sale, and sale of counterfeit Vera Bradley products into the United States and Washington over the Internet.

66. At all times, Defendants knew that the BSA prohibited the use of Amazon's marketplace to distribute counterfeit goods or to violate any applicable laws. Defendants knowingly and intentionally breached the BSA by marketing, selling, and distributing counterfeit goods on Amazon's marketplace.

67. Defendants have deceived Amazon's customers and Amazon, infringed and misused the intellectual property rights of Vera Bradley, and harmed the integrity of Amazon's marketplace and tarnished Amazon's and Vera Bradley's brands.

68. Amazon, working in conjunction with Vera Bradley, discovered Defendants' unlawful sale of counterfeit Vera Bradley products and promptly blocked Defendants' seller accounts. In doing so, Amazon exercised its rights under the BSA to protect its customers, Vera Bradley, and the integrity of its marketplace.

69. In Amazon's experience, however, it is not uncommon for sellers of counterfeit products blocked by Amazon to attempt to create new seller identities to obtain access to the Amazon marketplace. Therefore, unless Defendants and all of their affiliated and/or successor entities are immediately and permanently enjoined from using Amazon's website to sell goods, the harm caused by Defendants to Amazon, legitimate third-party manufacturers/sellers like Vera Bradley, and consumers is likely to continue.

V. CAUSES OF ACTION**FIRST CAUSE OF ACTION**

(by Vera Bradley against all Defendants)

Trademark Infringement – 15 U.S.C. § 1114

70. Plaintiffs incorporate by reference the allegations of each and all of the preceding paragraphs as though set forth herein.

71. Defendants' activities constitute infringement of the Vera Trademarks as described in the paragraphs above.

72. Vera Bradley advertises, markets, and distributes its products using the Vera Trademarks described above and uses these trademarks to distinguish its products from the products and related items of others in the same or related fields.

73. Because of Vera Bradley's long, continuous, and exclusive use of the Vera Trademarks identified in this complaint, they have come to mean, and are understood by customers and the public to signify, products from Vera Bradley.

74. The infringing materials that Defendants have and continue to advertise, market, install, offer, and distribute are likely to cause confusion, mistake, or deception as to their source, origin, or authenticity.

75. Further, Defendants' activities are likely to lead the public to conclude, incorrectly, that the infringing materials that Defendants are advertising, marketing, offering, and/or distributing originate with or are authorized by Vera Bradley, thereby harming Vera Bradley, its licensees, and the public.

76. At a minimum, Defendants acted with willful blindness to, or in reckless disregard of, their authority to use the Vera Trademarks and the confusion that the use of those trademarks would have on consumers as to the source, sponsorship, affiliation or approval by Vera Bradley of the products using those trademarks.

77. As a result of Defendants' wrongful conduct, Vera Bradley is entitled to recover its actual damages, Defendants' profits attributable to the infringement, and treble damages and attorney fees pursuant to 15 U.S.C. § 1117 (a) and (b). The amount of money due from Defendants to Vera Bradley is unknown to Vera Bradley and cannot be ascertained without a detailed accounting by Defendants of the precise number of units of infringing material

1 advertised, marketed, offered or distributed by Defendants. Alternatively, Vera Bradley is
2 entitled to statutory damages under 15 U.S.C. § 1117(c).

3 78. Vera Bradley is further entitled to injunctive relief, including an order
4 impounding all infringing materials. Vera Bradley has no adequate remedy at law for
5 Defendants' wrongful conduct because, among other things: (a) Vera's Trademarks are unique
6 and valuable property that have no readily determinable market value; (b) Defendants'
7 infringement constitutes harm to Vera Bradley's reputation and goodwill such that Vera
8 Bradley could not be made whole by any monetary award; (c) if Defendants' wrongful conduct
9 is allowed to continue, the public is likely to become further confused, mistaken, or deceived as
10 to the source, origin or authenticity of the infringing materials; and (d) Defendants' wrongful
11 conduct, and the resulting harm to Vera Bradley, is continuing.

12 **SECOND CAUSE OF ACTION**
13 ***(by Vera Bradley against all Defendants)***
14 **Copyright Infringement – 17 U.S.C. § 501**

15 79. Plaintiffs incorporate by reference the allegations of each and all of the
16 preceding paragraphs as though set forth herein.

17 80. Vera Bradley is the sole owner of the designs and artistic creations protected by
18 the Vera Copyrights identified in this Complaint, and of the corresponding copyrights and
19 Certificates of Registration identified above.

20 81. Defendants have infringed the Vera Copyrights by reproducing, distributing
21 copies of, publicly displaying, and/or creating derivative works of the designs and artistic
22 creations protected by the Vera Copyrights without Vera Bradley's authorization.

23 82. At a minimum, Defendants acted with willful blindness to, or in reckless
24 disregard of, Vera Bradley's copyrights.

25 83. On information and belief, Defendants have committed, and continue to commit,
26 acts constituting infringement of the Vera Copyrights.

27 84. As a result of Defendants' wrongful conduct, Vera Bradley is entitled to recover
its actual damages and Defendants' profits attributable to the infringement. Alternatively, Vera

Bradley is entitled to statutory damages under 17 U.S.C. § 504(c).

85. The award of statutory damages should be enhanced in accordance with 17 U.S.C. § 504(c)(2).

86. Vera Bradley is further entitled to injunctive relief, including an order impounding all infringing materials. Vera Bradley has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) Vera's Copyrights and the works they protect are unique and valuable property that have no readily determinable market value; (b) Defendants' infringement harms Vera Bradley such that Vera Bradley could not be made whole by any monetary award; and (c) Defendants' wrongful conduct, and the resulting harm to Vera Bradley, is continuing.

THIRD CAUSE OF ACTION

(by Vera Bradley against all Defendants)

False Designation of Origin, False Description and Representation of Vera Bradley Packaging and Programs – 15 U.S.C. § 1125 *et seq.*

87. Plaintiffs incorporate by reference the allegations of each and all of the preceding paragraphs as though set forth herein.

88. Vera Bradley advertises, markets, and distributes its products using the trademarks described above and uses these trademarks to distinguish its products from the products and related items of others in the same or related fields.

89. Because of Vera Bradley's long, continuous, and exclusive use of the Vera Trademarks, they have come to mean, and are understood by customers, end users, and the public to signify, products from Vera Bradley.

90. Vera Bradley has also designed distinctive and aesthetically pleasing displays, logos, icons, graphic images, and packaging (collectively, "Vera Bradley designs") for its products. Many of these designs are protected by the Vera Copyrights.

91. Defendants' wrongful conduct includes the infringement of the Vera Copyrights and Trademarks, and the unauthorized use and misuse of Vera Bradley's name, and/or imitation designs (specifically displays, logos, icons, graphic designs, and/or packaging

1 virtually indistinguishable from the Vera Bradley designs) in connection with Defendants'
2 commercial advertising or promotion, including without limitation, in connection with the
3 offering for sale and sale of counterfeit Vera Bradley products in interstate commerce.

4 92. Defendants have used, and continue to use, the trademarks referenced above to
5 compete unfairly with Vera Bradley and to deceive customers. Upon information and belief,
6 Defendants' wrongful conduct misleads and confuses their customers and the public as to the
7 origin and authenticity of the goods and services advertised, marketed, offered or distributed in
8 connection with Vera Bradley's copyrights, trademarks, name, and imitation visual designs,
9 and wrongfully trades upon Vera Bradley's goodwill and business reputation. Defendants'
10 conduct constitutes (a) false designation of origin, (b) false or misleading description, and (c)
11 false or misleading representation that products originate from or are authorized by Vera
12 Bradley, all in violation of 15 U.S.C. § 1125(a).

13 93. Defendants' acts constitute willful false statements in connection with goods
14 and/or services distributed in interstate commerce, in violation of § 43(a) of the Lanham Act,
15 15 U.S.C. § 1125(a).

16 94. Defendants are subject to liability for the wrongful conduct alleged herein, both
17 directly and under various principles of secondary liability, including without limitation,
18 respondeat superior, vicarious liability, and/or contributory infringement.

19 95. Vera Bradley is entitled to an injunction against Defendants, their officers,
20 agents, representatives, servants, employees, successors and assigns, and all other persons in
21 active concert or participation with them, as set forth in the Prayer for Relief below.
22 Defendants' acts have caused irreparable injury to Vera Bradley. The injury to Vera Bradley is
23 and continues to be ongoing and irreparable. An award of monetary damages cannot fully
24 compensate Vera Bradley for its injuries, and Vera Bradley lacks an adequate remedy at law.

25 96. Vera Bradley is further entitled to recover Defendants' profits, Vera Bradley's
26 damages for its losses, and Vera Bradley's costs to investigate and remediate Defendants'
27 conduct and bring this action, including its attorney's fees, in an amount to be determined. The

1 amount of money due from Defendants to Vera Bradley is unknown to Vera Bradley and
 2 cannot be ascertained without a detailed accounting by Defendants of the precise number of
 3 units of infringing material advertised, marketed, offered or distributed by Defendants. Vera
 4 Bradley is also entitled to the trebling of any damages award as allowed by law.

5 **FOURTH CAUSE OF ACTION**
 6 ***(By Amazon against all Defendants)***
 7 **Breach of Contract**

8 97. Plaintiffs incorporate by reference the allegations of each and all of the
 9 preceding paragraphs as though set forth herein.

10 98. Defendants established Amazon Seller Accounts and entered into Amazon's
 11 BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also
 12 contractually agreed to be bound by the Conditions of Use of the Amazon website.

13 99. Defendants' advertising, sale, and distribution of counterfeit Vera Bradley
 14 products materially breached the BSA and the Conditions of Use of the Amazon website in
 15 numerous ways. Among other things, Defendants' conduct constitutes infringement and
 16 misuse of the intellectual property rights of Vera Bradley.

17 100. Defendants are subject to liability for the wrongful conduct alleged herein (i.e.,
 18 the misuse of Vera Bradley's intellectual property) both directly and under various principles of
 19 secondary liability, including without limitation, respondeat superior, vicarious liability, and/or
 20 contributory infringement.

21 101. Defendants' acts have caused irreparable injury to Amazon, and that injury is
 22 ongoing. An award of monetary damages cannot fully compensate Amazon for its injuries, and
 23 Amazon lacks an adequate remedy at law.

24 102. Amazon is entitled to an injunction against Defendants, their officers, agents,
 25 representatives, servants, employees, successors and assigns, and all other persons in active
 26 concert or participation with them, as set forth in the Prayer for Relief below in order to stop
 27 Defendants' misuse of intellectual property.

FIFTH CAUSE OF ACTION
(by Amazon & Vera Bradley against all Defendants)
Civil Conspiracy (Common Law)

103. Plaintiffs incorporate by reference the allegations of each and all of the preceding paragraphs as though set forth herein.

104. Each and all of the Defendants combined together to accomplish the unlawful purpose of advertising, selling, and distributing counterfeit Vera Bradley products on the Amazon marketplace. Each and all of the Defendants have further used unlawful means to accomplish this purpose, including without limitation, the infringement and misuse of the intellectual property rights of Vera Bradley.

105. Each and all of the Defendants joined together, conspired, and entered into an agreement to accomplish the aims of their unlawful conspiracy.

106. Vera Bradley and Amazon are entitled to an injunction against Defendants, their officers, agents, representatives, servants, employees, successors and assigns, and all other persons in active concert or participation with them, as set forth in the Prayer for Relief below to, among other things, stop Defendants' misuse of intellectual property. Defendants' acts have caused irreparable injury to Vera Bradley. The injury to Vera Bradley is and continues to be ongoing and irreparable. An award of monetary damages cannot fully compensate Vera Bradley for its injuries, and Vera Bradley lacks an adequate remedy at law.

107. Vera Bradley is further entitled to recover Defendants' profits, Vera Bradley's damages for its losses, and Vera Bradley's costs to investigate and remediate Defendants' conduct and bring this action, including its attorney's fees, in an amount to be determined. The amount of money due from Defendants to Vera Bradley is unknown to Vera Bradley and cannot be ascertained without a detailed accounting by Defendants of the precise number of units of infringing material advertised, marketed, offered or distributed by Defendants. Vera Bradley is also entitled to the trebling of any damages award as allowed by law.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

1 A. That the Court issue an order permanently enjoining Defendants, their officers,
2 agents, representatives, servants, employees, successors and assigns, and all others in active
3 concert or participation with them, from:

- 4 (i) selling products on any of Amazon's websites;
5 (ii) opening any Amazon Seller Accounts;
6 (iii) manufacturing, distributing, offering to sell, or selling any product using
7 Vera Bradley's brand or trademark, or which otherwise infringes Vera
8 Bradley's intellectual property;
9 (iv) assisting, adding or abetting any other person or business entity in
10 engaged or performing any of the activities referred to in subparagraphs
11 (i) through (iii) above;

12 B. That the Court enter judgment in Amazon's and Vera Bradley's favor on all
13 claims brought by them;

14 C. That the Court enter an order pursuant to 15 U.S.C. § 1116 and/or 17 U.S.C. §
15 503 impounding all counterfeit and infringing products bearing any of the Vera Trademarks or
16 that otherwise infringe the Vera Copyrights, and any related item, including business records,
17 that are in Defendants' possession or under their control;

18 D. That the Court enter an order requiring Defendants to provide Vera Bradley a
19 full and complete accounting of all amounts due and owing to Vera Bradley as a result of
20 Defendants' unlawful activities;

21 E. That Defendants be required to pay all general, special, actual, and statutory
22 damages which Vera Bradley has sustained, or will sustain, as a consequence of Defendants'
23 unlawful acts, and that such damages be enhanced, doubled, or trebled as provided for by 15
24 U.S.C. § 1117(b), or otherwise allowed by law;

25 F. That Defendants be required to pay the costs of this action and the reasonable
26 attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117 or
27 otherwise by law; and

1 G. That the Court grant Amazon and Vera Bradley such other, further, and
2 additional relief as the Court deems just and equitable.

3 DATED this 8th day of March, 2018.

4 DAVIS WRIGHT TREMAINE LLP
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